

**PREAMBLE**

1. These General Conditions shall apply, save as varied by express agreement in writing by both parties.

**2. SCOPE OF APPLICATION**

These General Conditions shall apply where OGRI CONSULTING AS (hereafter known as "SUPERVISOR") has entered into a Contract with the Purchaser for the provision of Technical Personnel to carry out

- a) Construction, erection, i.e. the assembly on site of overhead power lines, optical fiber plants, telecommunication masts and plants, and/or
- b) Commissioning, i.e. all operations to be performed up to the point where the plant and/or equipment and/or installations are transferred to the Purchaser, and/or
- c) Technical Assistance and Supervision, i.e. technical assistance consisting of directions and advice to the Purchaser and/or his employees, where the Purchaser carries out the work and/or the operations mentioned above under a) and b) himself. Technical Assistance may also comprise directions and/or instructions with respect to running in, operation and maintenance of the machinery and/or installation.

**OBLIGATIONS OF SUPERVISOR**

3. OGRI will carry out the work and perform the services specified in the acceptance of order.

**OBLIGATIONS OF THE PURCHASER**

4. The Purchaser shall give adequate notice to SUPERVISOR of the date on which the site will be ready for the work to commence and the Technical Personnel is expected on the site.

5. The Purchaser shall, if not agreed otherwise in written, at his own cost provide suitable accommodation of European or Expatriate standard for the personnel, as close as possible to the site.

Suitable accommodation means:

- hotel / pension accommodation, single room with bathroom and toilet for supervisors and managers.
- pension / barrack accommodation, single room with toilet, and access to shower facilities for linemen and other workforce.

6. The Purchaser shall at his own cost provide transport from the accommodation to the site and back.

7. The Purchaser shall at his own cost carry out, in a workmanlike manner, all preparatory work, as far as such work is not specifically mentioned in SUPERVISOR's acceptance of order.

8. The Purchaser shall give all necessary assistance to secure that the Technical Personnel, in good time, obtain

visas and any official entry-, exit- or working permits and (if necessary) tax certificates required in the Purchaser's country, as well as to ensure that the Technical Personnel have access to the site.

9. The Purchaser shall at his own cost provide competent interpreters to the Technical Personnel at the site during the performance of the Contract.

10. SUPERVISOR shall be entitled to recover from the Purchaser any taxes and social charges levied in the Purchaser's country on SUPERVISOR or the Technical Personnel in respect of work performed there by SUPERVISOR and the Technical Personnel.

**WORKING HOURS, REMUNERATION**

11. In the event the Purchaser fails to fulfil his obligations in due time, SUPERVISOR reserves the right to hold the Purchaser liable for any ensuing costs, damages and interests.

12. Any waiting time for which SUPERVISOR or the technical personnel is not responsible, shall be charged to the Purchaser as normal working time in accordance with the rates specified in the acceptance of order.

**ACCIDENT, ILLNESS AND DEATH**

13. In the event of accident or illness of the Technical Personnel necessitating medical attention or hospital treatment, the Purchaser shall assist SUPERVISOR to obtain the best available medical attention, hospital treatment and medicines, whether the accident or illness occurs in or outside working hours.

**REPLACEMENT OF TECHNICAL PERSONNEL**

14. SUPERVISOR shall have the right to replace at all times any of the technical personnel at SUPERVISOR's own discretion.

**INTERRUPTION OF THE WORK**

15. If the work is interrupted for a cause for which SUPERVISOR is not responsible:

- a) The Purchaser is entitled to request SUPERVISOR to send the Technical Personnel home, in which case the Purchaser shall pay all the expenses of their withdrawal and any subsequent returns to the site.
- b) SUPERVISOR is entitled to send the Technical Personnel home if any interruption exceeds 3 working days, in which case the Purchaser shall pay all the expenses of the withdrawal and any subsequent return to the working site.
- c) If the Technical Personnel is withdrawn, the performance of the Contract shall be suspended.

**PRICE**

16. Where SUPERVISOR has accepted to provide technical assistance, supervision and/or erection and/or construction at a specified price, the price will include the following:

- a) Salary charges in accordance with the rates specified in the acceptance of order, including all social costs, social insurances and accident insurances for the Technical Personnel, allowances / cost for board, personal safety equipment.
- b) Expenses for visa and insurance charges, vaccination costs, telephone expenses, travel expenses to the nearest airport inside Norway or country of residence.

**PAYMENT**

17. Terms of payment are Net thirty (30) days following the date of invoice. SUPERVISOR invoices at the end of each calendar month.

**LOCAL LAWS AND REGULATIONS, SAFETY REGULATIONS**

18. The Purchaser shall give all necessary assistance to ensure that SUPERVISOR obtains the necessary information concerning the local laws and regulations applicable to the work.

19. The Purchaser shall give SUPERVISOR full details of any safety regulations, which the Purchaser imposes on his own employees, and SUPERVISOR shall secure the observance of such safety regulations by the Technical Personnel.

20. If breaches of these regulations by the Technical Personnel come to the notice of the Purchaser, he must inform SUPERVISOR in writing forthwith.

21. The Purchaser shall inform the Technical Personnel of the conditions under which the Contract is to be carried out and at any particular risks or dangers that may be encountered on the site or in the use of any equipment and tools provided by the Purchaser.

The Purchaser will be obliged to comply with all reasonable requests by the Technical Personnel for the provision of additional safety measures and equipment.

**LABOUR PROVIDED BY THE PURCHASER**

22. Upon SUPERVISOR's request in good time, the Purchaser shall make available to SUPERVISOR, free of charge, such skilled and unskilled labour as may be specified in the Contract, or as may be reasonably required for the purpose of the Contract. The persons made available by the Purchaser under this clause shall provide their own tools, safety equipment and consumables.

23. SUPERVISOR shall not be under any liability either towards such labour provided by the Purchaser or for their acts or omissions, even if such personnel is obliged to act in compliance with instructions given by SUPERVISOR.

**WORK OUTSIDE THE CONTRACT**

24. The Purchaser shall not be entitled to require SUPERVISOR to make the Technical Personnel available for work unconnected with the subject matter of the Contract.

**LIABILITY**

25. SUPERVISOR expressly disclaim any and all liability for:

- a) Indirect and/or consequential damage including, but not limited to, trading loss, loss of profits, loss of use, loss of contracts, devaluation of or damage to property, loss of goodwill and reputation, suffered by the Purchaser and/or third parties as a result of non-delivery, improper delivery or late delivery of the agreed work and/or services;
- b) Damage or physical injury resulting from erection, construction, commissioning, maintenance, supervision or plant management operations performed by the Purchaser contrary to SUPERVISOR's directions. The Purchaser shall indemnify SUPERVISOR fully against any claims made with regard to such damage or physical injury.

**WARRANTY**

26. SUPERVISOR warrants the proper and workmanlike execution of the work and/or the services ordered. This warranty comprises, and is limited to, gratuitous repetition if necessary of the work and/or services ordered up to the maximum additional working period of five (5) working days with the same crew.

**ARBITRATION AND LAW APPLICABLE**

27. Any dispute arising out of the contract shall be finally settled, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designated in conformity with those Rules.

28. Unless otherwise agreed the Contract shall so far as is permissible under the law of the country where the works are carried out be governed by the Norwegian Law.

29. If the parties expressly so agree, but not otherwise, the arbitrators shall, in giving their ruling, act as *amiables compositeurs*.